

GATEWAY REGIONAL SCHOOL DISTRICT LAPTOP PROGRAM PURCHASE AND SALE AGREEMENT

DATE LAPTOP ISSUED: ON OR BEFORE _____, 2005
DATE TO RETURN LAPTOP: ON OR BEFORE _____, 20__ (36 MONTHS) () (select one)
ON OR BEFORE _____, 20__ (48 MONTHS) ()

The Gateway Regional School District has initiated a program to provide students with the opportunity to lease an Apple iBook®, PowerBook® or IBM ThinkPad® computer while the student is actively enrolled in the Gateway District. This agreement relates to the computer system issued to the student on or before September 1, 2005 as well as any loaner and replacement Computer System that may be provided to the student between August 29, 2005 and September 1, 2010 or September 1, 2011, depending on the terms of the lease in question.

By accepting possession of the Computer System ⁽¹⁾, the Software, and the related Peripherals such as manuals, cables, network card, etc., I hereby agree to the following terms and conditions. I understand that by signing this agreement and initialing where indicated below, I agree to participate in the Gateway Laptop Program and to pay the charges as outlined on my Gateway Laptop bill.

I understand that I only have the right to use the Computer System for and in connection with my attendance while enrolled in the Gateway Regional School District. I understand that I must comply with software license agreements. I shall not sublease, sell or otherwise grant any individual or business any right or security interest to the Computer Systems or otherwise encumber GRSD's lease with Apple or IBM.

GRSD Laptop Program Policies: I acknowledge my responsibility for the Computer System at all times during the course of this Agreement and therefore understand that I shall not allow any other student to have access to the Computer System to gain access to the GRSD network or its resources. I will adhere to all of GRSD's rules and regulations governing the use of this Computer System and the GRSD network in the GRSD Student Handbook and in GRSD's Computer Acceptable Use Policy as defined on the web page <http://www.grsd.org/technology/policies/aup.html> on which the rules and regulations are incorporated by reference. This includes but is not limited to refraining from using the Computer System to obtain, deliver, or create obscene, ethnic slur, discriminating or sexually harassing messages, pictures, or descriptions or to participate in illegal activities that may violate the District's rules and regulations. I certify that I have read the rules and regulations (Read and Understood - parent initial ____, student initial ____).

I further agree to comply with all applicable copyright and other regulations regarding the use of software. In the event I use the Computer System in a manner unrelated to my attendance at GRSD or participation in academic programs in violation of this Agreement, I agree to defend, indemnify, and hold GRSD harmless from any and all claims based on or related to the use of the Computer System, including liability for property damage and claims of third parties. Illegal activities include the downloading or copying of unauthorized, unlicensed or pirated software.

Software and Data Backup: It is the responsibility of the student to backup all data stored on the computer and to comply with the software licensing of any software the student loads on to the computer in addition to the GRSD pre-loaded software (Read and Understood - parent initial ____, student initial ____). Information on back-up procedures can be found on-line at <http://www.grsd.org/1to1/> (GRSD Laptop Program). In the event of damage or theft, GRSD will provide a loaner or replacement laptop (available from a limited pool of loaner laptops on a first come first serve basis) that will include only the GRSD image and the standard pre-loaded GRSD software if the student complies with the GRSD Laptop Program policies and procedures. Technical staff **will not** load unauthorized software on the new computer.

Repairs: I acknowledge that I am responsible for the cost of any needed repairs not covered by warranty or insurance, up to a \$100 deductible for each occurrence (Read and Understood - parent initial ____, student initial ____). Each student is responsible for the care and safekeeping of his or her Computer System and any loss or damage ⁽²⁾ to the Computer System. The Computer System must be kept in good working condition, and if necessary, must be repaired through the GRSD Laptop Help Desk and the Laptop Service Depot.

Theft: I acknowledge that in the case of theft I am responsible for the first \$100 of the replacement cost of the new Computer System (approximately \$1,500). In the case of theft on campus, the student is responsible to contact the School's Principal immediately upon discovery. The Principal will contact the local police having jurisdiction. In the case of theft off-campus, the student is responsible to contact the local police having jurisdiction and then also to report the

theft to the Laptop Help Desk. To file an insurance claim, the student must obtain and supply to the Laptop Program Coordinator a copy of the report from the local police having jurisdiction within 24 hours. Allegations of fraudulent claims will be referred to the Massachusetts Attorney General's Office for investigation and possible felony prosecution. GRSD will provide a laptop loaner with the original software configuration if available and if necessary. I understand that GRSD may assess me a late fee equivalent to the cost of the remaining lease value of the Computer System should I fail to return the laptop on or before the above return date without producing a report from the local police having jurisdiction as outlined above (Read and Understood - parent initial _____, student initial _____).

Loaner Laptops: In the case of damage or theft, GRSD will make a loaner laptop available for student use that will be configured with the original software configuration. I understand that there is a limited pool of loaner laptops. They are dispersed on a first come first serve basis and one may not be available at all times (Read and Understood - parent initial _____, student initial _____).

Return Policies: I agree to return the Computer System to GRSD, in the same condition as on the Agreement beginning date, reasonable wear and tear accepted as defined in the GRSD Laptop Program Policy on <http://www.grsd.org/1to1/>. I understand that GRSD may assess me a late fee equivalent to the cost of the remaining lease value of the Computer System and or seek criminal prosecution or civil damages if I do not return the Computer System on or before the above return date (Read and Understood - parent initial _____, student initial _____). If I withdraw (or am dismissed) from GRSD, I agree to return to or purchase the laptop at the balance of the lease value, the Computer System to the Laptop Program Coordinator on the date of withdrawal (Read and Understood - parent initial _____, student initial _____).

End of Lease: I understand that the laptop that is being provided by GRSD is financed through a lease and is owned by GRSD during the term of the lease. I further realize that provided I have met the stipulations and requirements contained in this agreement at the termination of this lease I will have the option to purchase the Computer System for \$1.00. Ownership will not convey until: the lease value of the Computer System has been paid and/or the lease period has expired, this agreement has been met in full, and the final \$1.00 has been conveyed to GRSD (Read and Understood - parent initial _____, student initial _____).

I understand that it is my responsibility to give written notice to the GRSD Laptop Coordinator if I have an address change or withdraw (or am dismissed) for any reason from GRSD (Read and Understood - parent initial _____, student initial _____).

I agree to accept the Computer, the Software, and related Peripherals "as is". In no event shall GRSD be liable to me or my guardian, personal representative, or heirs for any incidental, special, indirect, or consequential damage of whatever nature arising out of any claim, whether in contract, tort, or otherwise, alleging GRSD's failure to perform its obligations under this Agreement or its breach of any duty, common law or otherwise, owed to me.

- (1) "Computer System" in this document refers to the Apple iBook, PowerBook or IBM ThinkPad, modem, network card, and any other peripherals, software, or attachments furnished by GRSD with the Computer or thereafter.
- (2) "Damage" includes anything that is not covered by the manufacturer's warranty or the provided insurance policy.

TERMS AND CONDITIONS ACCEPTANCE STATEMENT

I (We) have read the Program Agreement and agree to abide by the terms and conditions herein. Specifically, I (we) acknowledge that the Computer is leased by GRSD from Apple or IBM and our use of the Computer System is subject to GRSD's lease agreement as outlined in the GRSD Laptop Program Student Agreement. If the student is not enrolled in GRSD at any time, the student must purchase the laptop for the remaining value of the lease or return the Computer to GRSD's Laptop Coordinator in good working condition.

The above is acknowledged and agreed under seal:

Student Signature: _____ Date: _____, 2005

Parent/Guardian Signature: _____ Date: _____, 2005

Print Student's Name: _____

Print Parent/Guardian Name: _____